



REQUEST FOR QUOTATION

RFQ# HQ861576

Quotations are due by 3:00 P.M., Local Time
July 21, 2008

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 W. Adams
Phoenix, AZ 85007
Phone: (602) 542-1040
Fax: (602) 542-1741

Date: July 15, 2008

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

The terms and conditions attached to this form should be reviewed and understood before preparing a quotation.

The Uniform Terms and Conditions and Uniform Instructions to Offerors are incorporated into this document by reference, and may be obtained by visiting: <http://www.azeps.az.gov/PoliciesDocuments/terms/UIOV7.pdf> for the Instructions, <http://www.azeps.az.gov/PoliciesDocuments/terms/UTCv7.pdf> for the Terms and Conditions.

In accordance with Arizona Revised Statute 41-2535(B), this purchase is restricted to small businesses, if practicable. By signing this form, the Offeror self certifies that it is a small business as defined above. Please check as many as applicable:

____ I certify that my company is a Small Business. A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars (\$4,000,000) in gross receipts.

____ I certify that my company is a Woman-Owned Business Enterprise (WBE). A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Minority-Owned Business Enterprise (MBE). An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

Submit (via Fax) to Location:
1740 West Adams, Room 303
Phoenix, AZ 85007

Delivery / Pick Up Location:
Various – See Location of Time & Date
Stamper

Contracts Officer/Buyer: Pam Giroux,
Phone: (602) 542-2944 Fax: (602) 542-1741
Email: girouxp@azdhs.gov

Item	Description of Material or Service	Unit	Estimated Quantity	Unit Rate	Total Cost
1	Book : "Medications and Mother's Milk 2008" by Thomas Hale	Each	170	\$ _____	\$ _____
2	Book: "Hale & Hartmann's Textbook of Human Lactation"	Each	45	\$ _____	\$ _____
				Sub-Total	\$ _____
				Tax ____%	\$ _____
For Specifications, see Page 8. NOTE: Delivery must be made prior to August 1st, 2008.				Shipping & Handling	\$ _____
				Total	\$ _____

THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made _____ calendar days after receipt of order. Payment Terms: _____

Company Name	Address	City	State	Zip Code	Phone No.	Fax No.
_____	_____	_____	_____	_____	_____	_____
Signature		Date		Typed Name and Title		
_____		_____		_____		

Procurement Administrator: _____

Date: _____

SPECIAL INSTRUCTIONS TO OFFERORS

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1. **SUBMISSION:** Quotations shall be signed by the offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.
2. **INQUIRIES:** All inquiries must be submitted in writing to the Solicitation contact person, and within seven (3) days before the Offer due date and time to allow sufficient time for question review and response.
3. **IDENTIFICATION:** Offeror agrees to provide a federal identifier (EIN or SSN) for the purposes of reporting to the appropriate taxing authorities, monies paid by the State under this contract.
4. **OPENING:** This is an informal quotation, which will not be read at a public opening; however, the information may be publicly reviewed after an award.
5. **STANDARD PROVISIONS:** The State of Arizona's Uniform Instructions and Uniform Terms and Conditions, where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the A.D.H.S. Procurement Office or may be viewed at Arizona Department of Administration webpage at <http://www.azdoa.gov/>.
6. **TAXES:** The State of Arizona is exempt from Federal excise Tax, including the Federal Transportation Tax. The Arizona State Hospital is exempt from State Sales Tax.
7. **BID REJECTION:** The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
8. **ERASURE;** Erasures, inter-lineation or other modifications must be initialed by the individual signing the Request for Quotation.
9. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance, which is desired. Any bid that proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request of Quotation.
10. **UNIT PRICE:** In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the quotation after it has been opened.
11. **NEGOTIATIONS:** Negotiations may be held.
12. **EVALUATION:** Award shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respect to the requirements set forth in the request for quotation.
13. **PAYMENT:** The state will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.
14. **ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A.R.S. Title 41), Chapter 23 is available at most public libraries; A.C.C.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the D.H.S. Procurement Office. They may be viewed at Arizona Department of Administration webpage at <http://www.azdoa.gov/>
15. **REASONS FOR CANCELLATION:** Failure to provide materials, supplies or instruments in accordance with specifications or failure to meet the stated delivery commitment shall be cause for IMMEDIATE cancellation of the contract
16. **ADDITIONAL TERMS AND CONDITIONS:** Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.
17. **DELIVERY AND PAYMENT DISCOUNTS:** Vendor must indicate promised delivery schedule, prompt payment terms and applicable local sales tax percentage in the areas provided on the "Price Sheet".
18. **NON EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the state of Arizona. The state reserves the rights to obtain like goods or services from another source when necessary. Off-contract purchase authorization (SPO form 150) may only be approved by the state procurement administrator. Approval shall be at the exclusive discretion of the state procurement administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

<p style="text-align: center;">SPECIAL INSTRUCTIONS TO OFFERORS REQUEST FOR QUOTATION # HQ861576</p>
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19. **SINGLE AWARD CONTRACT:** This is an all or nothing bid. All items within this solicitation have been grouped together for purposes of obtaining these items collectively from a single source due to such factors as delivery location, pricing advantage, compatibility, etc. To be considered for award of this solicitation, the bidder is required to provide prices on all items within this solicitation. Failure to provide pricing for any item within the solicitation shall result in the bidder being declared non-responsive and ineligible to receive an award.

20. **SUSPENSION OR DEBARMENT CERTIFICATION:** By signing the offer section of the offer and acceptance Page 1 of 11, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The state also may exercise any other remedy available by law.

SPECIAL TERMS AND CONDITIONS

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1. PURPOSE

Pursuant to provisions of the Arizona Procurement Code, A.R.S. ' 41-2501 Et Seq., the State of Arizona, Arizona Department of Health Services ("ADHS") intends to establish a contract for the purchase of books on the subject of breastfeeding for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Clinics, ADHS Reference and Lactation Support in Arizona to Collaborate for Health (LATCH AZ), with the requirements outlined herein.

2. TERM OF CONTRACT (3 YEARS):

The term of the contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein.

3. CONTRACT EXTENSION, 24 MONTHS:

The Department may, by mutual written Contract amendment, extend any resultant Contract in up to twelve (12) month increments for a maximum of two (2) years. The Contract term shall not exceed a total of five (5) years from the date of Contract award, or \$50,000, whichever comes first.

4. CONTRACT TYPE

☒ Fixed Price

5. ESTIMATED QUANTITIES

The State anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

6. INFORMATION DISCLOSURE

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the state. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

7. AUTHORIZATION FOR PURCHASE OF GOODS AND SERVICES

Authorization for purchase of goods and services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to charge for items up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for items in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of goods and services under this contract.

8. PAYMENT

All invoices shall include delivery time, and contractual payment terms. Items are to be identified by the name, product number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s). All invoices and shipments issued in reference to this contract will identify and reference a Purchase Order number on all shipping cartons and paperwork that accompany the shipment

SPECIAL TERMS AND CONDITIONS

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9. INVENTORY

The State has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the location herein. Failure to maintain such a stock may result in contract cancellation.

10. DEFECTIVE PRODUCTS

All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the contractor.

All replacement products must be received by the state within seven (7) days of initial notification

11. FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

12. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

14. INDEMNIFICATION:

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

15. INSURANCE REQUIREMENTS:

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are

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satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$1,000,000
• Products – Completed Operations Aggregate	\$ 500,000
• Personal and Advertising Injury	\$ 500,000
• Fire Legal Liability	\$ 25,000
• Blanket Contractual Liability – Written and Oral	\$ 500,000
• Each Occurrence	\$ 500,000

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name and Address)** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance

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(ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State of Arizona Department Of Health Services, 1740 W. Adams, Room 303, Phoenix, Arizona 85007)**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

<div>SPECIFICATIONS REQUEST FOR QUOTATION # HQ861576</div>
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1. BACKGROUND:

The Arizona Department of Health Services (ADHS) WIC Breastfeeding Program intends to establish a contract to purchase educational books on the subject of lactation.

2. OBJECTIVE:

These books will be used to educate the WIC participants on the subject of breastfeeding.

3. SPECIFICATIONS:

- a. Book: "Medications and Mother's Milk 2008" by Thomas Hale
- b. Book: "Hale and Hartmann's Textbook of Human Lactation"
- c. Books must be delivered by August 1, 2008.

4. APPROVALS:

Invoices and deliveries shall be sent to:

Department of Health Services
PHPS/ Nutrition
150 N. 18th Avenue, Ste 310
Phoenix, AZ 85007-3242



CERTIFICATE OF INSURANCE
REQUEST FOR QUOTATION# HQ841049

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**
1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

EXAMPLE

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS

NAME AND ADDRESS OF INSURANCE AGENCY	COMPANY LETTER	COMPANIES AFFORDING COVERAGE
NAME AND ADDRESS OF INSURED	A	
	B	
	C	
	D	

This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	
	<div><div><input checked="" type="checkbox"/></div>COMPREHENSIVE GENERAL LIABILITY FORM</div> <div><input type="checkbox"/>PREMISES OPERATIONS</div> <div><input type="checkbox"/>CONTRACTUAL</div> <div><input type="checkbox"/>INDEPENDENT CONTRACTORS</div> <div><div><input checked="" type="checkbox"/></div>PRODUCTS/COMPLETED OPERATIONS HAZARD</div> <div><div><input checked="" type="checkbox"/></div>PERSONAL INJURY</div> <div><input type="checkbox"/>BROAD FORM PROPERTY DAMAGE</div> <div><input type="checkbox"/>EXPLOSION & COLLAPSE (IF APPLICABLE)</div> <div><input type="checkbox"/>UNDERGROUND HAZARD (IF APPLICABLE)</div>			General Aggregate	\$ 1,000,000
				Product-Completed Operations Aggregate	\$ 500,000
				Person and Advertising Injury	\$ 500,000
				Blanket Contractual Liability – written and oral	\$ 500,000
	<div><div><input checked="" type="checkbox"/></div>COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)</div>			Bodily Injury – each person	\$ 500,000
				Bodily injury – each accident	\$ 500,000
				Property Damage	\$ 500,000
	<div><input type="checkbox"/>UMBRELLA LIABILITY</div>				
	<div><div><input checked="" type="checkbox"/></div>WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY</div>			Each accident	\$ 100,000
				Disease – each employee	\$ 100,000
				Disease – Policy Limit	\$ 100,000
	<div><input type="checkbox"/>OTHER</div>				

State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER	DATE ISSUED _____ _____ AUTHORIZED REPRESENTATIVE
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